

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In Re:

Chapter 7

Case #: 1-18-40744-CEC

EDWIN MOLEROS

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DANIEL HERNANDEZ

Adv. Proc. #: **1-18-01035-CEC**

Plaintiff

STIPULATION OF DISCONTINUANCE

--against--

EDWIN MOLEROS

Defendant

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**STIPULATION AND ORDER DISMISSING ADVERSARY PROCEEDING WITH
PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between counsels for the undersigned parties that:

1. Subject to paragraph 2 hereof, this adversary proceeding be, and hereby is, dismissed with prejudice and without costs assessed against either party. The instant stipulation shall be known as and referred to hereon out as the Stipulation of Discontinuance.
2. The Plaintiff and Defendant (the "Parties"), have entered into a confidential settlement agreement dated October 19, 2019 ("Stipulation of Settlement"). In the event that there is a dispute among the Parties as to either Party's compliance with the Stipulation of Settlement, this Court shall retain jurisdiction to determine and rule on any such dispute.
3. This Stipulation of Discontinuance is to be construed fairly and not in favor of or against any party regardless of which Party or Parties drafted or participated in the drafting of its

terms. It is acknowledged that all Parties have had an opportunity to consult with their lawyers concerning the terms and conditions of this Stipulation of Discontinuance.

4. As a result, this Stipulation of Discontinuance shall be deemed to have been drafted by all Parties hereto and no party shall urge otherwise.

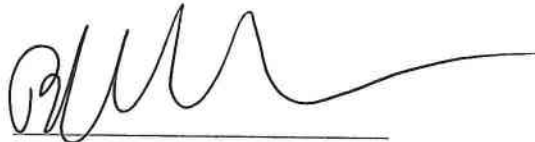
5. The provisions of this Stipulation of Discontinuance shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, agents, representatives, successors and assigns.

6. This Stipulation of Discontinuance shall in all respects to interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law provisions.

7. Should any terms of this Stipulation of Discontinuance be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.



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So Ordered:

The Hon. Chief Judge Carla E. Craig